

Agenda Item No. 8(C)(1)

Date:

May 7, 2013

To:

Honorable Chairwoman Rebeca Sosa

and Members, Board of County Commissioners

From:

Carlos A. Gimenez

Mayor

Subject:

FY 2012-2013 Community Grants Program

Third Quarter Recommendations for a Total of \$115,000.00

Recommendation

It is recommended that the Board approve the funding of 26 grants for a total of \$115,000.00 from the FY 2012-2013 Community Grants Program – Third Quarter. Attached is a list describing the projects being recommended for funding. In addition, it is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived in order to expedite the allocation of funding support for these time-sensitive tourism-oriented and community events.

Scope |

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

Funding for the Community Grants Program comes from Department of Cultural Affairs' approved departmental revenues as carried in the FY 2012-2013 adopted County budget ordinance. Community Grants are disbursed through Index Code CUGRANTS, Sub-object Code 60615 and drawn from Fund 125, Subfund 127.

Through Ordinance 12-74, under Grants to/Programs for Artists and Non-Profit Cultural Organizations, a total of \$462,000.00 has been allocated for FY 2012-2013 Community (CG) Grants (\$462,000.00 from Fund SO 125, Subfund 127). To date, a sub-total of \$366,000.00 in grants has been recommended for the first three quarters of the fiscal year. A remaining balance of \$96,000.00 is to be used in the subsequent quarter of the program.

Delegation of Authority

Authority for executing contracts for these grants resides with the Mayor or his designee; authority for amending and exercising all provisions, including cancellation provisions contained in the contracts for these grants, is delegated to the Department Director.

Track Record/Monitor

Each recommended organization has a track record for responding to Departmental grant requirements and contractual conditions. Michael Spring, Director of the Miami-Dade Department of Cultural Affairs, is responsible for monitoring the grant contracts.

Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners Page 2

Background

The Community Grants Panel convened on February 28, 2013 to review 26 applications requesting \$209,750.00 for the Third Quarter of the program. The panel recommended funding 26 applicants for a total of \$115,000.00. The Cultural Affairs Council approved these recommendations at their meeting on March 20, 2013.

The projects selected for funding represent a diversified range of activities and demographic locations. In its deliberations, the panel carefully considered and applied the Community Grants guidelines, as outlined below.

The Community Grants Program is responsive on a quarterly basis to organizations, which develop small and large-scale community-based programs, projects, events and publications.

The program is particularly sensitive to the needs of: 1) indigenous cultural neighborhood activities and projects encouraging the preservation of heritage, traditions and culture; and 2) social service organizations and cultural groups developing collaborative intervention projects.

Each applicant organization was evaluated specifically based on the following competitive review criteria: 1) quality of program; 2) administrative capability; 3) marketing strategy; 4) fundraising efforts and 5) geographic location of event.

It is recommended that Resolution R-130-06 (requiring contracts with non-governmental entities be signed by the other parties before being submitted to the Board of County Commissioners) be waived. These grants recommendations are being submitted to the Board immediately subsequent to their thorough evaluation by the Cultural Affairs Council and while the Department of Cultural Affairs simultaneously issues grant agreements for execution by grantees, subject to the Board's approval of this agenda item. It is in the best interest of the County to waive Resolution R-130-06 and proceed in this manner in order to expedite grant allocations for time-sensitive tourism-oriented and community events. This "dual track" approach saves from one to two months of time in providing funding support to projects that have been evaluated through a thorough and already lengthy grants review process. As a safeguard, the Department negotiates the grant agreements by closely adhering to the descriptions of projects that are summarized in the list of grant projects attached to this memorandum to ensure that County grant funds are used strictly for the activities that are listed in this memorandum and represented in the subsequent grant agreements.

Attached is a list describing the projects being recommended for funding.

Senior Advisor, Office of the Mayor

M. Martinez



TO:

Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners DATE:

May 7, 2013

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(C)(1).

r icasi	e hole any items checked.
	"3-Day Rule" for committees applicable if raised
	6 weeks required between first reading and public hearing
B-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
	Statement of fiscal impact required
	Ordinance creating a new board requires detailed County Mayor's report for public hearing
	No committee review
	Applicable legislation requires more than a majority vote (i.e., 2/3's, 3/5's, unanimous) to approve
	Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved		Agenda Item No.	8(C)(1)
Veto		5-7-13	
Override			

RESOLUTION NO.

RESOLUTION AUTHORIZING THE FUNDING OF TWENTY SIX (26) GRANTS FOR A TOTAL OF \$115,000.00 FROM THE DEPARTMENT OF CULTURAL AFFAIRS FY 2012-2013 COMMUNITY GRANTS - THIRD QUARTER WITH: A GREENER MIAMI, INC.; AFRICAN AMERICAN PERFORMING ARTS COMMUNITY THEATRE, INC.; ART STUDIO, INC.; ART WORKS FOR US, INC. COCONUT GROVE CHAMBER OF COMMERCE, INC.; CULTURE AND COMMUNITY ASSOCIATION, INC.; EARTH LEARNING, INC.; FACUNDO RIVERO PERFORMING ARTS, INC.; FUNDARTE, INC. A/F/A FOR NU COLLABORATIVE, INC.; **GREATER MIAMI BILLFISH FLAMENCO** TOURNAMENT, INC. HAITIAN AMERICAN HISTORICAL SOCIETY, INC.; MAJESTIC'S YOUTH AND ARTS ACADEMY, INC.; MASTER CHORALE OF SOUTH FLORIDA, INC.; MIAMI BEACH ARTS TRUST, INC. A/F/A FOR PIONEER WINTER COLLECTIVE; MIAMI DADE COLLEGE FOUNDATION, INC.; MIAMI MOMENTUM DANCE COMPANY, INC.; MIAMI RIVER FUND, INC.; NATIONAL OF THE MENTALLY ILL, INC.; PHILANTHROFEST ART EXHIBITIONS INTERNATIONAL INC.; THE MIAMI FOUNDATION, INC. A/F/A FOR LIP SERVICE; THE MIAMI ORATORIO SOCIETY, INC.; THE SUNSHINE JAZZ ORGANIZATION, INC.; UNIVERSITY OF WYNWOOD, INC.; URGENT, INC.; VOICES UNITED INC.; WINGS OVER MIAMI MUSEUM, INC.

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby waives the requirements of resolution R130-06 and approves funding of twenty-six (26) grants for a total of \$115,000.00 from the FY 2012-2013 Community Grants Program- Third Quarter as follows:

1.	A Greener Miami Inc.	\$3,934.00
2.	African American Performing Arts Community Theatre, Inc.	\$5,901.00
3.	Art Studio, Inc.	\$5,901.00
4.	Art Works For Us, Inc.	\$5,901.00

5.	Coconut Grove Chamber of Commerce Inc.	\$3,934.00
6.	Culture and Community Association Inc.	\$4,092.00
7.	Earth Learning, Inc.	\$6,688.00
8.	Facundo Rivero Performing Arts, Inc.	\$2,361.00
9.	Fundarte Inc. a/f/a for Nu Flamenco Collaborative, Inc.	\$4,721.00
10.	Greater Miami Billfish Tournament, Inc.	\$1,967.00
11.	Haitian American Historical Society, Inc.	\$1,574.00
12.	Majestic's Youth and Arts Academy, Inc	\$3,147.00
13.	Master Chorale of South Florida, Inc.	\$3,147.00
14.	Miami Beach Arts Trust, Inc. a/f/a for Pioneer Winter Collective	\$3,698.00
15.	Miami Dade College Foundation, Inc.	\$5,901.00
16.	Miami Momentum Dance Company, Inc.	\$5,901.00
17.	Miami River Fund, Inc.	\$3,934.00
18.	National Art Exhibitions of the Mentally III Inc	\$5,901.00
19.	PhilanthroFest International Inc.	\$5,901.00
20.	The Miami Foundation, Inc. a/f/a for Lip Service	\$5,705.00
21.	The Miami Oratorio Society, Inc.	\$3,934.00
22.	The Sunshine Jazz Organization, Inc.	\$3,147.00
23.	University of Wynwood. Inc.	\$5,901.00
24.	Urgent, Inc.	\$5,901.00
25.	Voices United Inc.	\$3,934.00
26.	Wings Over Miami Museum, Inc.	\$1,967.00

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	



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The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Ву:	
Deputy Clerk	

Approved by County Attorney as to form and legal sufficiency.

DE

Daniel Frastai



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS «PROGRAM» - 3rd Quarter

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «ORGANIZATION» (hereinafter referred to as the Grantee). The grant award, acknowledging that the Grantee is performing a public service through its programs and projects, is awarded as follows:

		GRANTEE AND GRANT DESCRIPTION
1.	GRANTEE;	«ORGANIZATION» (EIN#«FEDERAL_ID»)
2. 3.	AMOUNT OF GRANT: PROJECT:	«ADDRESS», «CITY», «STATE» «ZIP» «AWARD» «PROJECT_TITLE»
4. 5. 6. 7.	ITEMIZED PROJECT BUDGET: GRANT START DATE: GRANT END DATE; REPORT DEADLINE;	(as described in the program application and any revisions attached hereto) (as described in the Restatement of Project Budget attached hereto)
The Pa	rtles hereto have executed this Agre	ement on the day of, 20
MIAMI-	DADE COUNTY, FLORIDA, by its	BOARD OF COUNTY COMMISSIONERS:
		Clerk, Miami-Dade County Board of County Commissioners
		County Mayor/Designee
make u and wil Octobe Affidavi as app	it, II, III, IV and V, together with the specific properties that the significant award contract. In signification is and considerally a specific provided with the grant set. Further, the Grantee agrees that the specific provided with th	eir exhibits, the Restatement of Project Budget, original application and Universal Affidavit, ng this article, the undersigned officials, on behalf of the Grantee, certify that they have read ons set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated award package, and with those provisions outlined in the notarized and attached Universal he funded project will be executed in substantially the form outlined in the original application with the program guidelines of the «PROGRAM» program and within the scope of budget project Budget.
(Grante	ee's Corporate Seal)	Signature Authorized Official #1
		Printed Name/Title Authorized Official #1
		Signature Authorized Official #2
		Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS GENERAL TERMS AND CONDITIONS FOR GRANTS (October, 2011) – ARTICLES II, III, IV and V

ARTICLE II

- 1. <u>Parties:</u> The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Mayor or his designee. The County Mayor has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."
- 2. Amount and Payment of Grant Award: The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. <u>Project Description</u>: The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Amendments to this Agreement and/or minor project revisions believed to be necessary for the purpose of completing the project, but which do not increase the amount of the grant award or substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be submitted/requested in writing to the Director sufficiently prior to implementation of revisions for the Director's execution (in the case of an amendment) or approval (in the case of a revision). Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

- 4. Project Budget: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4 and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's program application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. The Grantee agrees and expressly understands that any grant budget revisions including line item changes necessary for the purpose of completing the project must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.
- 5. <u>Grant End Date</u>: The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the

Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. Report Deadline: To demonstrate that the Grantee has used the grant award for the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specific to the program through which this grant is being awarded. The Grantee agrees and expressly understands that in making Final Report to the Department, any deviation from the grant expense budget attached to the Agreement as the Restatement of Project Budget must be requested in writing to the Director for his consideration prior to the Grant End Date stated in Article 1.6 and that any requested changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. <u>Program Monitoring and Evaluation</u>: The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant payment. At the Director's sole discretion, a Grantee

found to be deficient or in default of a previous grant contract may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director.

If Grantee is not in compliance with the conditions of any other County agreement, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

- 8. <u>Bank Accounts</u>: Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.
- 9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article 1.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. <u>Publicity and Credits:</u> The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners." The grantee must also use the County's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file or download it from our website (www.miamidadearts.org).

By accepting County funds, the grantee is required to recognize and acknowledge Miami-Dade County's grant support in a manner commensurate with all contributors and sponsors of its activities at comparable dollar levels.

In addition, grantees receiving funds through the YEP, SAS-C and AKI grant programs must include The Children's Trust logo and the following statement in all materials related to the grant project, including but not limited to newsletters, press releases, brochures, fliers, websites or any other materials for dissemination to the media or general public:

"The (insert event/program name) is funded by The Children's Trust. The Trust is a dedicated source of revenue established by voter referendum to improve the lives of children and families in Miami-Dade County." To download an electronic version of The Children's Trust logo, please go to: Trust Media Kit & Logos.

Note: In cases where funding by The Children's Trust represents only a percentage of the grantee's overall funding, the above language can be altered to read "The (insert event/program name) is funded in part by The Children's Trust..."

11. <u>Liability and Indemnification</u>: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the

Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

- **12.** <u>Assignment</u>: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.
- 13. <u>Compliance with Laws</u>: It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:
 - (a) County Ordinance No. 72-82 Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance as amended, which is incorporated herein by reference as if fully set forth herein;
 - (b) Section 2-8.1- of the Miami-Dade County Code Ownership Disclosure;
 - (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) Employment Disclosure;
 - (d) Section 2-8.6 -of the County Code Criminal Record;
 - (e) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code Employment Drug-free Workplace;
 - (f) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code Family Leave;
 - (g) County Resolution R-385-95 Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;
 - (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 The foregoing requirements of this section shall <u>not</u> pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
 - (h) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. Remedies: In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee may be declared permanently ineligible to apply to the Department of Cultural Affairs' grants programs. Reinstating the Grantee's eligibility to apply is also at the Director's sole discretion, and may only be considered subsequent to all deficient areas on prior grants having been addressed to the satisfaction of the Director. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

- 15. <u>Indulgence Will Not Be A Waiver of Breach</u>: The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.
- 16. <u>Written Notices</u>: Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33l28.
- 17. <u>Captions Used in the Agreement</u>: Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.
- 18. <u>Contract Represents Total Agreement</u>: The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement as delegated to the Director, no other modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- 1. Workers Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
- 2. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
- 2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

Indirect costs may not be assigned to, charged against or debited from County grant funds.

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of the Grant Agreement.

Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; expenses incurred or obligated prior to or after the grant period; building, renovating or remodeling of facilities or capital items; travel or transportation costs to cover expenses for staff travel or presenting programs/activities outside of Miami-Dade County; remuneration of County employees for any services rendered as part of a project receiving a grant through the Department of Cultural Affairs; social/fundraising events; beauty pageants; sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the Mayor, the judicial branch, or any public agency or office, or for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

1. A Greener Miami Inc.

3000 SW 3 Avenue, #608 Miami, Florida 33129 Music @ the Markets April 6, 12, 13 & 20, 2013

District Location(s) for Project Activity: 5, 10 & 4*

Funds are requested to support Music @ the Markets, a music program including four concerts at four weekly Farmers Markets throughout Miami-Dade County. The Music @ the Markets program is an innovative concept that seeks to unite the growing interest in healthy nutrition with cultural events such as classical music concerts, jazz and Latin American musical performances. These events are free and open to the public.

2. African American Performing Arts Community Theatre, Inc.

P. O. Box 472451 Miami, Florida 33247 Inner City On-Stage Project April 10-28 & May 3-5, 2013

District Location(s) for Project Activity: 3*

Funds are requested to support Inner City On-Stage Project, two theatrical productions to be held at the African Heritage Cultural Arts Center. The plays include Anne and Emmett by Janet Langhart Cohen and Fences, August Wilson's Pulitzer Prize-winning drama. This event is open the public.

3. Art Studio, Inc.

7230 NW Miami Court, Studio # 5 Miami, Florida 33150 I AM, WE ARE, OUR WORLD April 2 - June 29, 2013

District Location(s) for Project Activity: 3*

Funds are requested to support 120 at-risk youth ages 7-17 from Little Haiti with creative-holistic arts integration after-school and summer programs to advance social skills, self-confidence, and educational/career preparedness. Each program will be led by teaching artists and supported by guest presenters, mentors, and field trips. The programs will include an exhibition of students' artwork during a 'Second Saturday' Artwalk in the Design District. The event is free and open to the public.

*The districts identified for each grantee indicate the location(s) of the majority of the particular organizer's performance(s)/event(s)/project(s). However, audiences and participants attending the performance(s)/event(s)/project(s) come from throughout the County and the region.

Recommended Award: \$3,934.00

Recommended Award: \$5,901.00

Recommended Award: \$5,901.00

Recommended Award: \$5,901.00

Recommended Award: \$3,934.00

Recommended Award: \$4,091.00

4. Art Works For Us, Inc.

668 NE 70 Street Miami, Florida 33138 Flamenco For All June 13-14 & April 11-13

District Location(s) for Project Activity: 5, 4 & 7*

Funds are requested to support Flamenco For All, which includes a flamenco fusion performance by South Florida based artists at Miami-Dade County Auditorium, master classes at Miami Dade College-Kendall Campus and free therapeutic dance classes for teens with disabilities at Greynold's Park. These events are open to the public.

5. Coconut Grove Chamber of Commerce, Inc.

2820 McFarlane Road Miami, Florida 33133 Great Taste of the Grove 2013 April 13 & 14th, 2013

District Location(s) for Project Activity: 7*

Funds are requested to support the Great Taste of the Grove, produced by the Coconut Grove Chamber of Commerce at the Peacock Park in Coconut Grove. The event provides a platform for restaurants and hotels to showcase the area's culinary diversity while promoting Coconut Grove as a tourist destination. This public, two-day event is filled with music and entertainment. This event is open to the public.

6. Culture and Community Association, Inc.

1518 Palermo Avenue Coral Gables, Florida 33134 *Musical and Cultural Souvenirs of the World* April 10-June14, 2013

District Location(s) for Project Activity: 6, 7, 11 & 13*

Funds are requested to support the 2013 Musical and Cultural Souvenirs of the World and Tango Experience. This program consists of a series of narrated, bilingual cultural presentations showcasing the beauty of tango at seven senior centers throughout Miami-Dade County. These events are open to the public.

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Recommended Award: \$6,688.00

Recommended Award: \$2,360.00

Recommended Award: \$4,721.00

7. Earth Learning, Inc.

10300 Sunset Drive, Suite 304 Miami, Florida 33173 Earth Harvest Festival 2013 April 21, 2013

District Location(s) for Project Activity: 9*

Funds are requested to support Earth Harvest Festival 2013, an outdoor all-day event of live music, spokenword, workshops and activities, and community activism that celebrate Earth and promote a sustainable South Florida. The festival will take place in Homestead at The Farm at Verde Gardens and is free and open to the public.

8. Facundo Rivero Performing Arts, Inc.

1400 NW 19 Street, Apt. 507 Miami, Florida 33125 15th Annual Wedding of the Tumba and the Bongo April 20, 2013

District Location(s) for Project Activity: 5*

Funds are requested to support the 15th edition of La Boda de la Tumba y el Bongo (The Wedding of the Tumba and the Bongo) an authentic Afro Cuban celebration of music, dance, and traditions. The event's pageantry and mixture of sounds are highlighted by the energy of emerging artists from various corners of the Latin America. The event will be held at the Polish American Club in Miami and is open to the public.

9. Fundarte, Inc. a/f/a for Nu Flamenco Collaborative, Inc.

221 SW 136 Court Miami, Florida 33184 Of Essence and Time/De la Esencia y el Tiempo April 4-27, 2013

District Location(s) for Project Activity: 5, 13 & 11*

Funds are requested to support four evening-length productions of Of Essence and Time/De la Esencia y el Tiempo at Miami-Dade County Auditorium and Hialeah High School Auditorium, as well as four, free

lecture/demonstrations and workshops related to the content of the work to take place at Alegria Performing Arts Center and South Ridge Senior High School. The performances are open to the public.

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Recommended Award: \$1,967.00

Recommended Award: \$1,573.00

Recommended Award: \$3,147.00

10. Greater Miami Billfish Tournament, Inc.

P.O. Box 1036 Key Biscayne, Florida 33149 Baywalk Arts Festival April 4-6, 2013

District Location(s) for Project Activity: 5*

Funds are requested to support the Baywalk Arts Festival of the Yamaha Contender Miami Billfish Tournament. This arts and crafts festival was developed as an additional component of the tournament's daily dock activities which are free and open to the public. All events take place at the Miami Beach Marina.

11. Haitian American Historical Society, Inc.

9822 NE 2 Avenue, #3 Miami, Florida 33138 Toussaint L'Ouverture and the Louisiana Purchase May 18, 2013

District Location(s) for Project Activity: 2*

Funds are requested to support Toussaint L'Ouverture and the Lousiana Purchase, a cultural celebration presenting Haitian music and dance, arts activities for children and a conference by key note speakers. The event will take place at the Haitian Historical Museum and Archives and will be open to the public.

12. Majestic's Youth and Arts Academy, Inc.

19000 NW 8 Court Miami Gardens, Florida 33169 Majestic's Youth and Arts Academy April 1-June 28, 2013

District Location(s) for Project Activity: 9 & 2*

Funds are requested to support Majestic's Youth and Arts Academy dance program at Goulds Park. Students

the community. This event is free and open to the public.

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ages seven through eighteen will engage in weekly dance instruction culminating in a public performance to

Recommended Award: \$3,147.00

Recommended Award: \$3,698.00

Recommended Award: \$5,901.00

13. Master Chorale of South Florida, Inc.

6278 N Federal Highway, #351 Ft. Lauderdale, Florida 33308 10th Anniversary Concert April 21, 2013

District Location(s) for Project Activity: 6*

Funds are requested to support a professional performance by Master Chorale of South Florida (MCSF) honoring its 10th anniversary. The concert will be accompanied by the Symphony of the Americas. MCSF will perform for music lovers ranging in age, nationality and background. All grant funds are used for activities that occur in Miami-Dade County.

14. Miami Beach Arts Trust, Inc. a/f/a for Pioneer Winter Collective

14640 NW 17 Drive

Miami, Florida 33167

Project LEAP: Teen Arts Enrichment and Mentorship Program

April 6, 13, 20, 27 & May 4, 11, 18, 23, 25, 2013

District Location(s) for Project Activity: 3*

Funds are requested to support Project LEAP, a performing arts enrichment program for teens 13-19 years old to promote the arts as a vehicle of social change, awareness, and platform for self-expression. Focusing on equality and empowerment, LEAP provides 6 months of free weekly dance/creative communication sessions, along with visits from local guest artists and speakers, culminating with a side-by-side performance at the Adrienne Arsht Center's Peacock Foundation Studio that is free and open to the public.

15. Miami Dade College Foundation, Inc.

300 NE 2 Avenue Miami, Florida 33132 Summer Programming May 23 & 24, 2013

District Location(s) for Project Activity: 3*

Funds are requested to support exhibitions at the Miami Dade College Museum of Art and Design taking place in Miami Dade College's historic Freedom Tower. Each exhibition presents works by local artists and artists of Cuban descent, as well as a rotation of the CINTAS Foundation Fellows Collection. Programming includes tours, artists' lectures, and other community events. These events are free and open to the public.

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Recommended Award: \$5901.00

Recommended Award: \$3,934.00

Recommended Award: \$5,901.00

16. Miami Momentum Dance Company, Inc.

P.O. Box 331973 Coconut Grove, Florida 33233 10th Annual Miami Dance Festival April 5-25 & May 1-15

District Location(s) for Project Activity: 5 & 2*

Funds are requested to support Momentum Dance Company's Tenth Annual Miami Dance Festival, featuring six weeks of diverse dance events including performances by Luminario Ballet, Momentum, Ballet Flamenco La Rosa, Afro Con Tempo, Florida Dance Theater as well as lecture/demonstrations, master classes, film screenings, and an evening of Water Ballet. These events are open to the public.

17. Miami River Fund, Inc.

1407 NW 7 Street, Suite D Miami, Florida 33125 17th Annual Free Miami Riverday April 6, 2013

District Location(s) for Project Activity: 5*

Funds are requested to support the 17th Annual Free Miami Riverday, an event celebrating the history and culture of the Miami River. The festival includes live music from local bands, educational riverboat tours, historical re-enactments portraying life along the old Miami River, historic tours of the Lummus Park Historic District, environmental education workshops and activities for children. This event is free and open to the public.

18. National Art Exhibitions of the Mentally III, Inc.

P.O. Box 350891 Miami, Florida 33135 XXV Annual Art Exhibition by the Mentally III May 3, 2013

District Location(s) for Project Activity: 5*

Funds are requested to support NAEMI's 25th Annual Art Exhibition at the Borders Gallery. This exhibition showcases 55 works by 25 visual artists with disabilities and provides Miami-Dade residents creative presentations and performances. This exhibition is free and open to the public and educates and brings awareness to the community about mental illness.

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19. PhilanthroFest International, Inc.

2246 SW 1 Street Miami, Florida 33135 PhilanthroFest April 6, 2013

District Location(s) for Project Activity: 5 & 7*

Funds are requested to support PhilantroFest, an outdoor family-festival showcasing South Florida's philanthropic organizations, cultural arts groups and community resources, as well as live musical performances and entertainment. Presented at Miami Dade College - Wolfson campus, PhilantroFest aims to encourage community engagement and volunteerism. This event is free and open to the public.

20. The Miami Foundation, Inc. a/f/a for Lip Service

5580 NW 107 Avenue, Suite 1201 Doral, Florida 33178 *Lip Service, True Stories Out Loud* May 25 & September 28, 2013

District Location(s) for Project Activity: 6*

Funds are requested to support Lip Service 2013, two evenings of true stories. These evenings will feature eight original true stories by eight different authors, eight minutes each, told in front of a live audience. Shows will be held at the Miracle Theater in Coral Gables and will be open to the public.

21. The Miami Oratorio Society, Inc.

3550 NW 42 Street Lauderdale Lakes, Florida 33309 2012-2013 Oratorio Season April 7 & June 30, 2013

District Location(s) for Project Activity: 2 & 1*

Funds are requested to support Miami Oratorio's 2012-2013 season. The organization's season is an effort to bring a high level of classical music to the inner city community and to attract and assist young singers to a higher level of classical and cultural musical training. It also encourages interested participants to further enhance their musical talents in the arts. All grant funds are used for activities that occur in Miami-Dade County.

22. The Sunshine Jazz Organization, Inc.

1330 NW 93 Street

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Recommended Award: \$3,934.00

Recommended Award: \$5,704.00

Recommended Award: \$5,901.00

Recommended Award: \$3,147.00

Miami,, Florida 33147 Music in the Park May 3, 2013

District Location(s) for Project Activity: 1*

Funds are requested to support Music in the Park, a semi-annual community concert designed to promote art and culture through jazz music. Local, regional and national artists will take the stage at Ives State Park. This family friendly event will be free and open to the public.

Recommended Award: \$5,901.00

Recommended Award: \$5,901.00

23. University of Wynwood, Inc.

500 NE 56 Street Miami, Florida 33137 O, Miami Poetry Festival April 1-29, 2013

District Location(s) for Project Activity: 5 & 3*

Funds are requested to support the 2013 O, Miami Poetry Festival. The goal of the festival aims to deliver a poem to every single person in Miami-Dade County during this year's National Poetry Month, April 2013. The closing ceremony of live poetry readings will be held at the New World Center in Miami Beach. This event is open to the public.

24. Urgent, Inc.

1000 NW 1 Avenue, Suite 100 Miami, Florida 33136 She Kept the Bra On!: Chronicles of a Teenage Love Affair May 4, 2013

District Location(s) for Project Activity: 3*

Funds are requested to support an original interactive educational play, She Kept the Bra On! Chronicles of a Teenage Love Affair, inspired and performed by the girls of URGENT, Inc.'s Rites of Passage Youth Theatre Ensemble. This event will be held at the Miami Theater Center and is open to the public.

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Recommended Award: \$3,934.00

Recommended Award: \$1,967.00

25. Voices United Inc.

285 West Enid Drive Key Biscayne, Florida 33149 Voices United Salon Series January 26, 2013

District Location(s) for Project Activity: 5*

Funds are requested to support the Voices United Salon Series, a collection of original works by our community's youth. Participants will explore important issues such as poverty, bullying, abuse and the environment through all multiple artistic forms. This theatrical performances will take place at the Performing Arts Exchange and will be streamed live via the Internet.

26. Wings Over Miami Museum, Inc.

14710 SW 128 Street Kendall Tamiami Executive Miami, Florida 33196 Wings Over Miami First Annual Photographic Arts Exhibit May 25, 2013

District Location(s) for Project Activity: 11*

Funds are requested to support a community-based photographic art exhibition of historically important aircraft at the Wings Over Miami Air Museum. The event will also include an educational presentation and a children's art corner to create aviation based art and use video cameras to capture the aircraft from the children's vantage point. This event is open to the public.

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